



SEKHUKHUNE
District Municipality

Private Bag X8611 Groblersdal 0470, 3 West Street Groblersdal 0470
Tel : (013) 262 7300, Fax: (013) 262 3688
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**APPOINTMENT OF PROFESSIONAL CIVIL/ BUILDING ENGINEERING COMPANIES
TO PROVIDE CONTRACT ADMINISTRATION & INSPECTING THE WORKS TO BE
CONSTRUCTED BY LEARNER CONTRACTOR DEVELOPMENT PROGRAM
(EPHRIAM MOGALE LOCAL MUNICIPALITY)**

SK8/3/1-12/2021/22

ISSUE BY: Sekhukhune District Municipality Private Bag X8611 Groblersdal 0470 Infrastructure & Water Services Telephone: 013 262 7535 e-mail: sekinfo@sekhukhune.gov.za _ vazin@sekhukhune.gov.za	
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Registered Name of Bidder:	
Trading Name of Bidder:	
Registration No. of Entity:	
Postal address of Bidder:	
Contact Person:	
Tel. No:	E-mail Address:
Cell No.	Fax No:
CESA / SABTAGO/ OTHER PROFESSIONAL COMPANY AFFILIATION Number(s):	
Tender Amount	

DESCRIPTION		COLOUR
<u>PORTION 1: TENDER</u>		
PART T1	TENDERING PROCEDURES	
	T1.1 TENDER NOTICE AND INVITATION TO TENDER	White
	T1.2 TENDER DATA	Pink
	T1.3 STANDARD CONDITIONS OF TENDER	Pink
PART T2	RETURNABLE DOCUMENTS	
	T2.1 LIST OF RETURNABLE DOCUMENTS	Yellow
	T2.2 RETURNABLE SCHEDULES	Yellow
<u>PORTION 2: CONTRACT</u>		
PART C1	AGREEMENTS AND CONTRACT DATA	
	C1.1 FORM OF OFFER AND ACCEPTANCE	Yellow
	C1.2 CONTRACT DATA	Yellow
	C1.3 FORM OF GUARANTEE	Yellow
	C1.4 SAFETY AGREEMENT	Yellow
PART C2	PRICING DATA	
	C2.1 PRICE INSTRUCTIONS	Yellow
	C2.2 BILL OF QUANTITIES	Yellow
<u>PORTION 3: SCOPE OF WORK</u>		
PART C3	SCOPE OF WORK	
	C3.1 DESCRIPTION OF THE WORKS	Pale Blue
	C3.2 ENGINEERING	Pale Blue

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Engineer	Witness 1	Witness 2	Employer	Witness 1	Witness 2

DESCRIPTION		COLOUR
	C3.3 PROCUREMENT	Pale Blue
	C3.4 CONSTRUCTION	Pale Blue
	C3.5 MANAGEMENT	Pale Blue
	C3.6 PARTICULAR SPECIFICATIONS AND ADDITIONS TO THE STANDARD SPECIFICATIONS	Pale Blue
PART C4	SITE INFORMATION	
	C4.1 LOCALITY PLAN	Green
	C4.2 TENDER DRAWINGS	White

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Engineer	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**APPOINTMENT OF PROFESSIONAL CIVIL/ BUILDING ENGINEERING COMPANIES
TO PROVIDE CONTRACT ADMINISTRATION & INSPECTING THE WORKS TO BE
CONSTRUCTED BY LEARNER CONTRACTOR DEVELOPMENT PROGRAM (FTLM)**

T1.1 Tender Notice and Invitation to Tender

Engineer	Witness 1	Witness 2	Employer	Witness 1	Witness 2

INVITATION TO BID

MBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SEKHUKHUNE DISTRICT MUNICIPALITY					
BID NUMBER:	SK8/3/1-12/2021/22	CLOSING DATE:	11 October 2021	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF PROFESSIONAL CIVIL/ BUILDING ENGINEERING COMPANIES TO PROVIDE CONTRACT ADMINISTRATION & INSPECTING THE WORKS TO BE CONSTRUCTED BY LEARNER CONTRACTOR DEVELOPMENT PROGRAM (EPRIAM MOGALE LM)				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
Groblersdal Fire Station, R33 Groblersdal 0470					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr. Voster Masemola		CONTACT PERSON	Mr. Karabo Ramadje	
TELEPHONE NUMBER	013 262 7300		TELEPHONE NUMBER	013 262 7535	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	masemolav@sekhukhune.gov.za		E-MAIL ADDRESS	ramadjek@sekhukhune.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			☐ YES ☐ NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			☐ YES ☐ NO		
IF THE ANSWER IS "NO" O TALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

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Engineer	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT Third Edition 2015 (GCC 2015) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE/STATUS AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

Bid documents are obtainable from the Supply Chain Management Office, Bareki Mall and or download from etender. No compulsory briefing sessions will be held. Bids must be completed in accordance with the conditions attached to the Bid documents and must be sealed and endorsed be submitted to bid box available at the AB Sikhosana Fire Station in Groblersdal.

The Council reserves the right to accept or reject any Bid or part thereof:

Municipal Manager: Ms. Maureen
Ntshudisane Sekhukhune District Municipality
Corner van Riebeeck and Chris Wiid
street Groblersdal
0470

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Supply Chain Manager
Mr. Voster Masemola

Acting Chief Financial Officer
Mr. Hendrick Nkadameng

DEFINITIONS and ACRYNOUN

- means Mandatory requirements for this Bid
Acceptable Bid –means any bid, which, in all respects, complies with the specifications and conditions of the Request for Bid as set out in this document.
AEC –means Automatic Exposure Control
Bid –means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services or goods.
Bidder –means any enterprise, consortium or person, partnership, company, close corporation, firm or any other form of enterprise or person, legal or natural, which has been invited by the Municipality or sector department to submit a bid in response to this bid invitation.
Bidder Agent –means any person mandated by a prime Bidder or consortium/joint venture to do business for and on behalf of, or to represent in a business transaction, the prime Bidder and thereby acquire rights for the prime Bidder or consortium/joint venture against an organ of state and incur obligations binding the prime Bidder or consortium/joint venture in favour of the organ of state.
CIDB –Construction Industry Development Board established in terms of CIDB Act 38 of 2000
Client –means the Sekhukhune District Municipality
Constitution –means the Constitution of South Africa 1996
Client's Representative –means the person(s) assigned by the Department to manage the contract or portions thereof.
Comparative Price –means total value for each tender based on assumed quantities against the rates tendered and calculated by the Municipality comparison during tender evaluation. It shall not be regarded as the contract value.
Consortium –means several entities joining forces as an umbrella entity to gain a strategic collaborative advantage by combining their expertise, capital, efforts, skills and knowledge for the purpose of executing this tender.
Contractor –means the same as “Successful Bidder”
Consulting Engineer –means the same as “Successful Bidder”
“Consulting engineer” , for purposes of these rules only, means any suitably qualified person registered as a professional person in terms of ECSA Act, or a juristic person who employs such professional, engaged by a client on a project;
Disability –means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
Employer – is the same as Client and is also used interchangeably with “the District Municipality”.
Firm Price –means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy or tax which, in terms of a law or regulation is binding on the contractor and demonstrably has influence on the price of any supplies or the rendering cost of any service, for the execution of a contract.
“construction monitoring” means the process of administering the construction contract and overseeing and/or inspecting the works, to engagement, the foret the purpose of verification that the works are being completed in accordance with the requirements of the contract, that the designs are being correctly interpreted and that appropriate construction techniques are being utilized. Construction monitoring, to whatever extent, shall not diminish the responsibility for executing and completing the works in accordance with his contract;
“cost of means the the works” total final amount (or a fair estimate thereof), exclusive of value added

tax, certified or which would, normally, be certifiable for payment to contractors (irrespective of who actually carries out the works) in respect of the works designed, specified or administered by the consulting engineer, before deduction of liquidated damages or penalties, including – Escalation, assuming continuity of the project through to final completion. Where delays occur in the project cycle the client and consultant should come to an agreement on the escalation that will be applicable to various stages of services.

a pro-rata portion of all costs related to the contractor general obligations and overhead (preliminary and general) profit, items, applicable to the including works; (irrespective of who actually carries out the works) and

the costs of new materials, goods or equipment, or a fair evaluation, of such material, goods or equipment as if new whether supplied new or otherwise by, or to, the client and including the cost or a fair evaluation of the cost of installation (the sourcing, inspection and testing of such will comprise additional services by the consulting engineer);

Labour- intensive – means a method of construction and maintenance involving a mix of labour and machines without compromising quality.

PSP – means a Professional Service Provider registered with a legislated registration body. This term shall be used within the context of defining a registered professional included, but not limited to the following categories:

- ✓ Engineering Consultant (disciplines as defined by the ECSA)
- ✓ Quantity Surveying Practitioner or Cost Consultant (SACQSP)
- ✓ Architecture (SACAP)
- ✓ Geohydrologists (Pr Scientia)
- ✓ Environmental Sciences (SACNASP or CBEAPSA)
- ✓ AIA – Approved Inspection Authorities (per OHS Act 85 of 1993)
- ✓ Occupational Health & Safety Management Consultant (per OHS Act 85 of 1993)
- ✓ ICT Information & Communication Technology specialists (per Independent Communications Authority of SA per the ICASA Act 13 of 2000)

LCDP Learner Contractor Development

Program CDP Contractor Development Program

DPWP – Department of Public Works

SDM – Sekhukhune District Municipality

EMLM – Elias Motsoaledi Local Municipality

MLM – Makhuduthamaga Local Municipality

FTLM – Fetakgomo Tubatse Local Municipality

DWS – Department of Water and Sanitation

Engineer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

APPOINTMENT OF PROFESSIONAL CIVIL/ BUILDING ENGINEERING COMPANIES TO PROVIDE CONTRACT ADMINISTRATION & INSPECTING THE WORKS TO BE CONSTRUCTED BY LEARNER CONTRACTOR DEVELOPMENT PROGRAM (FTLM)

T1.2 Tender Data

The conditions of Bid are the Standard Conditions of Bid as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of Bidders as an Annex to this Bid Data?

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The Additional Conditions of Tender are:

Clause number	Tender Data
F.1.1	The employer is the Sekhukhune District Municipality in LIMPOPO PROVINCE.
F.1.2	The tender documents issued by the employer comprise: T1.1 Tender notice and invitation to tender T1.2 Tender data T2.1 List of returnable documents T2.2 Returnable schedules Part 1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee C1.4 Safety Agreement Part 2: Pricing data C2.1 Pricing instructions C2.2 Activity schedules / Bills of Quantities Part 3: Scope of work C3 Scope of work Part 4: Site information C4 Site information
	The Employer's terms: Age
	Each communication between the employer and a Bidder shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a Bidder. The name and contact details of the employer's stated agent in the tender data
F.1.5.1	Sekhukhune District Municipality may, prior to the award of the tender, cancel a tender if- a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or b) funds are no longer available to cover the total envisaged expenditure; or c) no acceptable tenders are received. d) Such decision to cancel this tender will be published in the CIDB website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

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Employer

Witness 1

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F.2.1	Only those Bidders who have in their employ management and supervisory staff satisfying the requirements of the Scope of Work for labour intensive competencies for supervisory and management staff are eligible to submit tenders.
F.2.1	Only those Bidders who are registered with the accredited engineering or built councils are capable of being so prior to the evaluation of submissions
F2.2.1	The employer will not compensate the Bidder for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.
F.2.7	No COMPULSORY CLARIFICATION MEETING will take place. Clarification can be provided by contacting via email responsible officials assigned to the contract
F.2.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Bidders must sign the attendance register in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.
F.2.11	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the Bidder. All signatories to the tender offer shall initial all such alterations.
F.2.12	*No alternative tender offers will be considered If Bidder wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's and requirements, the details of which may be obtained from the Employer's Agent. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the Bidder, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employers standards and requirements.
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as original and no copies will be necessary.
F.2.13.5	The employer's address very often for offers and identification details to be shown on each tender offer package are: Location of tender box: Groblersdal Fire Station Physical address: R33 Groblersdal Identification details: Contract number, title of tender and the closing date and time of the tender Postal address: Sekhukhune District Municipality, Riebeeck and Chris Wiid Street Groblersdal 0470
F.2.13.6	A two-envelope procedure will not be followed.
F.2.14	Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.

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F.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.16	The tender offer validity period is <u>90 days</u>
F.2.18	The Bidder shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F.2.23	The Bidder is required to submit with his tender a Certificate of Contractor Registration issued by the Construction Industry Development Board and a valid Tax Clearance Certificate/ CSD PIN issued by the South African Revenue Services. Where a Bidder satisfies CIDB contractor grading designation requirements through joint venture formation, such Bidders must submit the Certificates of Contractor Registration in respect of each partner.
F.3.4	Tenders will be opened immediately after the closing time of tenders at Sekhukhune District Municipality
F.3.11	The procedure for the evaluation of responsive tenders is Method 2.
	The procedure for the evaluation of responsive tenders is Method 2 The financial offer will be scored using Formula 2 (option 1) where the value of W_1 is: 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 50 000 000; or 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 50 000 000. ----- Up to 100 minus W_1 tender evaluation points will be awarded to Bidders who complete the referencing schedule and who are found to be eligible for the preference claimed.
F.3.11	Evaluation of Tenders The Bidders notice is drawn to the fact that the evaluation, adjudication and awarding of this tender will be in terms of the Supply Chain Management Policy of the MLM. Clause 36.5 of the Supply Management Policy which entails balance between financial offer and functionality. The following steps will be followed in evaluation; 1. Determination of whether or not tender offers are complete. 2. Determination of whether or not tender offers are responsive. 3. Determination of the reasonableness of tender offers. 4. Confirmation of the eligibility of preferential points claimed by bidders. 5. Determination of expertise and experience of bidders. 6. Awarding of points for functionality. 7. Ranking of bidders according to the total points 8. Performance of risk analysis by checking the capacity of the bidders

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Tenderers must submit reference letters for projects undertaken that best display the skills needed for the project –including amongst other, the following roles: leadership; teamwork (between members of the team undertaking the projects described and client(s) and other key participants (if any); approach paper and methodology. The description of each project must include the following information: 1. Essential introductory information: 1.1. Name of project. 1.2. Name of client. 1.3. Contact details of client. 1.4. Contact details (including telephone numbers and email addresses) of currently contactable references. 1.5. The period during which the project was performed, and also, if this is different, the period during which the tenderer's team members were 1.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).
	Evaluation Criteria Tenders are adjudicated in terms of Sekhukhune District Supply Chain Management Policy, and the following framework is provided as a guideline in this regard. Tender Responsiveness Tender responsiveness shall mean tender compliance with all the prescribed key requirements for submission with this tender which are regarded as eliminating factors. Elimination factors include non-compliance with key requirements specified for the following:

Engineer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Functionality Evaluation Criteria and points Allocations
Minimal threshold to qualify on functionality will be 70 points

NO	DESCRIPTION	WEIGHT	ELEMENT BREAKDOWN	OFFICE USE ONLY	
				VALUE POINTS (tick✓)	POINTS GAINED = (EX value Points)
	Experience of key staff (Engineer or Technologist in Civil/ Engineer in QS/ Technologist in Quantity Survey/ Project Management in Construction Management) To be assessed by considering the Bidder's selected workmanship category(s)	30	More than 3 x staff each with more than 7 years maintenance experience in the selected maintenance categories	5	
				Excellent	
			3 x staff each with between 5- and 7-years maintenance experience in the selected maintenance categories	4	
				Very good	
			3 x staff each with between 3- and 5-years maintenance experience in the selected maintenance categories	3	
				Good	
			3 x staff each with less than 3 years maintenance experience and/or more than 5 years' exp upgrades or renovations of existing buildings or infrastructure	2	
				Average	
			3 x staff each with less than 5 years' experience upgrades/renovations of existing buildings or infrastructure and/or more than 5 years' experience on new construction developments	1	
				Fair	
			No submission, or no relevant maintenance experience	0	
				Poor	
				VALUE POINTS (tick✓)	POINTS GAINED = (EX value Points)
	Demonstrated company experience on maintenance and renovation projects. To be assessed by considering the Bidder's selected maintenance category(s) <i>NB: Take note that the department may</i>	40	Provision of traceable references and evidence of maintenance projects done for at least five years.	5	
				Excellent	
			Provision of traceable references and evidence of maintenance projects done for at three to five years.	4	
				Very good	
			Provision of traceable references and evidence of maintenance projects done for between three and two	3	
				Good	

Engineer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	contact referees during the evaluation process to ascertain the correctness of the stated information		years.		
			Provision of traceable references and evidence of maintenance projects done for two to one years.	2	
				Average	
			Provision of traceable references and evidence of maintenance projects done for up one years.	1	
				Fair	
			No evidence of maintenance experience and traceable reference provided.	0	
				Poor	
				VALUE POINTS (tick✓)	POINTS GAINED = (4X value Points)
Financial Standing	20	Proof has been submitted that indicates: - An undertaking by a registered financial institution to provide a revolving credit to the bidder in the event a bidder is awarded contract, or - Proof of an overdraft facility by a registered financial institution in the name of business, or - Proof of the bid self-fund to the value indicated below:			
			To a value above R 1 750 000	5	
				Excellent	
			To a value greater than R 1 250 000 up to R 1 750 000	4	
				Very good	
			To a value greater than R 750 000 up to R1 250 000	3	
				Good	
			To a value greater than R 250 000 up to R 750 000	2	
				Average	
Risk assessment and management / Contingency plan To be assessed by considering the Bidder's selected managing area category(s)		Documented identification of various levels of project risks, with scoring of probabilities and impacts. Associated mitigation plans are included and have assigned responsibility managers.		5	
				Excellent	
			Documented identification of few levels of project risks, with scoring	3	

Engineer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

			of probabilities and impacts. Incomplete or impractical mitigation plans are included. No or little assignment of responsibility managers.	Average	
			No risk management plan submitted.	0	
				Poor	
	MAXIMUM FUNCTIONALITY POINTS	100		100	

Note 1: Academic Qualifications

Proof of academic qualifications in the form of certified copies must be attached to the Construction Project Manager's CV. Foreign qualifications must be accompanied by certificate from Qualifications Certification Body. The proposed Construction project manager shall be in possession of at least a National Diploma in Built Environment Studies from any South African University / University of Technology or equivalent qualifications from a recognised Foreign University or Institution certified by SAQA. Failure to provide this shall warrant an automatic elimination of tender from any further evaluation.

Note 2: Professional Registration

Proof of professional Registration with Engineering Council of South Africa (ECSA) or South African Council for the Project and Construction Management Professions (SACPCMP) in the form of certified copies must be attached to the Construction Project Manager's CV. The proposed Construction Project Manager shall be registered as Professional Engineer (Pr. Eng) or Professional Engineering Technologist (Pr. Tech) or Professional Engineering Technician (Pr Techni Eng) or Professional Construction Manager (Pr.CM). Failure to provide this shall warrant an automatic elimination of tender from any further evaluation.

Note 3: Experience after qualification

A minimum of 5 years post qualification experience is required for the team leader. More than 5 years post qualification experience is not an eliminating factor but carries more points. Failure to meet this requirement shall warrant an automatic elimination of tender from any further evaluation.

Note 4: Employment History (Involvement in comparable projects)

Proof of employment history must be contained in the curriculum vitae (CV) and must include references and contact details. The CV must be of a maximum two pages and containing only necessary and relevant information for the purpose of this project. Failure to provide is not an eliminating factor but disadvantage the candidate to accrue more points.

Note 5: Current Employment

Confirmation of current employment in the form of letter from Company must be attached to the cv. The proposed Construction manager shall be a Senior Employee, an Associate, the Director, or a Shareholder and in the direct employ of the Bidder. Where a proposed Construction manager is seconded from a rival construction company, an agreement between the two entities as well as a written undertaking confirming the time person's availability for the duration of a project must be attached to the CV. Please note that the CV **MUST** be signed by the employee.

Engineer

Witness 1

Witness 2

Employer

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	Health and Safety officer: Note: Health and safety Officer should not be any of the above personnel, should it be discovered during the evaluation of the bid that such is the case a zero point will be allocated. Safety officer Note 6: Academic Qualifications Proof of academic qualifications or Programmes in Occupational Health and Safety or Construction Health and Safety (NQF Level 3 - 5) or Learnership Certificate in Construction Health and Safety Management (NQF Level 3) in the form of certified copies must be attached to the Registered Health and safety Officer's CV. Foreign CV qualifications must be accompanied by certificate from Qualifications Certification Body. The proposed Registered Health and Safety officer shall be in possession of stated qualifications from any South African University or Accredited Service providers. Note 7: Professional Registration Proof of professional Registration with SACPCMP as a candidate or professional in the form of certified copies must be attached to the Health and Safety Officer's CV. Failure to provide this shall warrant an automatic elimination of tender from any further evaluation.
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T1.3 Standard Conditions of Tender

F.1 General

F.1.1 Actions

F.1.1.1 The employer and each Bidder submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the Bidder and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Bidders shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **comparative offer** means the Bidder's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

Each communication between the employer and a Bidder shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a Bidder. The name and contact details of the employer's agent are stated in the tender data.

F.1.5 The employer's right to accept or reject any tender offer

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F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a Bidder for such cancellation and rejection but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the Bidder

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F.2 Bidder's obligations

F.2.1 Eligibility

Submit a tender offer only if the Bidder complies with the criteria stated in the tender data and the Bidder, or any of his principals, is not under any restriction to do business with employer.

F.2.2 Cost of tendering

F2.2.1 Accept that, the employer will not compensate the Bidder for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which Bidders may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F.2.9 Insurance

The Bidder is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful Bidder, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

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Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the Bidder. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the Bidder proposes.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a tender offer

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the Bidder. Signatories for Bidders proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the Bidder's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and the remaining returnable documents in an envelope marked "technical proposal". Each shall state on the outside the employer's address and identification details stated in the tender data, as well as the Bidder's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

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F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the tender offer is sought, offered, or permitted. The total of the prices stated by the Bidder shall be binding upon the Bidder.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred Bidder following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the Bidder's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the Bidder not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's t,requestheemployer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

If so, instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

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F.3 The employer's undertakings

F.3.1 Respond to clarification

Respond to a request for clarification received up to five working days prior to the tender closing time stated in the Tender Data and notify all Bidders who drew procurement documents.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each Bidder during the period from the date of the Tender Notice until seven days before the tender closing time stated in the Tender Data. If, as a result a Bidder applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, will then notify it to all Bidders who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the Bidder concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of Bidders' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the opening held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each Bidder whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of Bidders' agents who choose to attend at the time and place stated in the tender data and announce the name of each Bidder whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by Bidders, then advise Bidders who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of Bidders, who score in the quality evaluation above the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to Bidders whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

Not disclose to Bidders, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful Bidder.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a Bidder to influence the processing of tender offers and instantly disqualify a Bidder (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

Determine, on opening and before detailed evaluation, whether each tender offer properly received:

- a) meets the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and

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c) is responsive to the other requirements of the tender documents.

A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- change the Employer's or the Bidder's risks and responsibilities under the contract, or
- affect the competitive position of other Bidders presenting responsive tenders if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors

Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- If bills of quantities (or schedule of rates) apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate will be corrected.
- Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Bidder's addition of prices, the total of the prices shall govern, and the Bidder will be asked to revise selected item prices (and their rates if a bills of quantities applies) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the Bidder does not correct or accept the correction of his arithmetical errors in the manner described above.

F.3.10 Clarification of a tender offer

Obtain clarification from a Bidder on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F3.11 Evaluation of tender offers

F3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F3.11.1.1 Functionality Evaluation Criteria

Minimal threshold to qualify on functionality will be 70 + 1 points

F3.11.2 Method 1: Financial offer

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked Bidder for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all Bidders should there be compelling and justifiable reasons not to recommend the highest ranked Bidder and recommend the highest ranked Bidder, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

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F3.11.3 Methods 2: Financial offer and preference

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of 3.11.7 and 3.11.8.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

Where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 3.11.7;

N_P is the number of tender evaluation point awarded for preferences claimed in accordance with 3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the Bidder with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all Bidders should there be compelling and justifiable reasons not to recommend the Bidder with the highest number of tender evaluation points, and recommend the Bidder with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of 3.11.7 and 3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

Where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 3.11.7;

N_Q is the number of tender evaluation point awarded for preferences claimed in accordance with 3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.

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- a) Recommend the Bidder with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- b) Rescore and re-rank all Bidders should there be compelling and justifiable reasons not to recommend the Bidder with the highest number of tender evaluation points and recommend the Bidder with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F3.11.5 Method 4; Financial offer, quality and preferences

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of 3.11.7 to 3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P + N_Q$$

Where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 3.11.7

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with 3.11.8

N_Q is the number of tender evaluation points awarded for quality offered in accordance with 3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the Bidder with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all Bidders should there be compelling and justifiable reasons not to recommend the Bidder with the highest number of tender evaluation points and recommend the Bidder with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F3.11.6 Decimal places

Score financial offers, preferences and quality, as relevant, to two decimal places. Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

Where: N_{FO} is the number of tender evaluation points awarded for the financial offer.

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W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A is a number calculated using the formula and option described in Table 1 as stated in the Tender Data.

Table 1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = 1 - \frac{P - P_m}{P_m}$	$A = \frac{P}{P_m}$
2	Lowest price or percentage commission / fee	$A = 1 - \frac{P - P_m}{P_m}$	$A = \frac{P}{P}$
P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			

F3.11.8 Scoring preferences

Confirm that Bidders are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where Bidders are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F3.11.9 Scoring quality

Score each of the criteria and subcriteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times \frac{S_o}{M_s}$$

Where: S_o is the score for quality allocated to the submission under consideration.
 M_s is the maximum possible score for quality in respect of a submission; and
 W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data.

F.3.12 Insurance provided by the employer

No insurance is provided by the employer

F.3.13 Acceptance of tender offer

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F3.13.1 Tender Offers will only be accepted on condition that:

- (a) the tender offer is signed by a person authorised to sign on behalf of the Bidder;
- (b) a valid original Tax Clearance Certificate is included with his tender.
- (c) Bidder's declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the construction Regulations 2014 as well as the Bidder's health and safety plan, is included with his tender submission.
- (d) a Bidder who submitted a tender as a Joint Venture has included an acceptable Joint Venture agreement with his tender.
- (e) the Bidder or a competent authorized representative of the Contractor who submitted the tender has attended the compulsory clarification meeting or site inspection.
- (f) The contractor who submits the tender has been registered with the Construction Industry Development Board in accordance with the Construction Industry Development Board Act No. 38 of 2000 and the CIDB Regulations 2014 promulgated in terms of the Act, or if the Contractor can submit proof or evidence that he will be able to register within 10 days of the closing date for submission of tenders.
- (g) The Bidder or any of its principals is not listed on the register of Tender Defaulters in terms of the Prevention and Combating of Corrupt activities Act of 2004 as a person prohibited from doing business with the public sector;
- (h) The Bidder has not abused the Employer's Supply Chain Management System or has failed to perform on any previous contract and has been given a written notice to his effect.
- (i) The Bidder or any of its principals, directors or managers is not employed in the service of the State or any municipality. In the event that such principals are involved, official approval from the Executing Authority regarding carrying out remunerative work outside of the public service must be included in the tender submission.
- (j) The Employer is satisfied that the Bidder or any of his principals have not influenced the tender offer and acceptance by the following criteria:
 - (a) having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of this contract;
 - (b) having acted in a fraudulent or corrupt manner in obtaining or executing this contract;
 - (c) having approached an officer or employee of the Employer or the employer's Agent with the objective of influencing the award of a contract in the Bidder's favour;
 - (d) having entered into any agreement or arrangement, whether legally or not, with any other person, firm or company to refrain from tendering for his contract or as to the amount of the Tender to be submitted by either party;
 - (e) having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender;
 - (f) The Employer may, in addition to using any other legal remedies, repudiate the Tender offer and acceptance and declare the Contract invalid should it have been concluded already.

F.3.13.2 Notify the successful Bidder of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will

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constitute the formation of a contract between the employer and the successful Bidder as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful Bidders

After the successful Bidder has acknowledged the employer's acceptance, notify other Bidders that their tender offers have not been accepted.

F.3.15. Prepare contract documents

If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful Bidder, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful Bidder for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the Bidder to submit, after acceptance by the employer, shall be included.

F.3.17 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.18 Provide copies of the contracts

Provide to the successful Bidder the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

3.19 Provide written reasons for actions taken

Provide upon request written reasons to Bidders for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of Bidders or might prejudice fair competition between Bidders.

END OF SECTION

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T2.1 List of Returnable Documents

The Bidder must complete the following returnable documents:

Clause referred to in Standard Conditions of Bid	Document
2.1	Copy of accredited certificate professional organization for companies CESA/ SABTACO/ other engineering affiliation for engineering or built environment .
	Evidence that managing and supervisory staff that will be employed to supervise the labour intensive portion of the works satisfy the eligibility requirements.
2.13.4	Letter of authorization to sign the Form of Offer and where required in Bid document.
	All pages must be initialled. <i>Please complete all blank spaces on the forms, where not applicable indicate as such (n/a)</i> <i>note: failure to comply to the following submission will invalidate your bid</i>

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T2.1.1

T2.2 RETURNABLE SCHEDULES

	Generic	Tick if completed
1	Authority for Signatory (<i>Compulsory</i>)	
2	Certificate of Authority for Joint Venture (<i>Compulsory where applicable</i>)	
3	Certified copy of identity documents for directors (required for evaluation)	
4	Compulsory Enterprise Questionnaire-SCHEDULE 1A (<i>Compulsory</i>)	
5	Copy of Company Registration Documents or CK1 for Close Corporations	
6	Form of offer to be properly signed (<i>Compulsory</i>)	
7	Declaration of Interest (mbd4) (<i>Compulsory</i>)	
8	Declaration of Bidder's PastticesSuppl (MBD8) (<i>Compulsory</i>)	
9	Certified B-BEE Status Level Certificate SANAS approved or Sworn affidavit for BBBEE Exempted Micro Enterprises as per s biddecorrect turnover category (<i>Required for evaluation</i>)	
10	Municipal rates (<i>Compulsory</i>) - Municipal statement for both Directors and Company not in arrears for more than 90 days in accordance with regulation 38. In case where the Company or Director is from rural areas where the rates are not paid, please attach proof from Local Authority indicating that he/she does not pay municipal rates, this must also be supported by an affidavit from SAPS.	
11	Valid Tax Clearance Certificate Issued by the South African Revenue Service. (<i>Compulsory</i>)or PIN issued by SARS	
12	MBD 5 (required for evaluation) Documentation if Tender Exceeds R10 Million (<i>Compulsory if Applicable</i>) -If the bidder is required by law to prepare AFS for Auditing, the AFS for the past three years or since the establishment if Establishment during the past three years -A certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a Municipality or other service provider in respect of which Payment is overdue for more than 30 days -Municipal statement for both Directors and Company not in arrears for more than 30 days, In case where the Company or Director is from rural areas where the rates are not paid, please attach proof from Local Authority indicating that he/she does not pay municipal rates, this must also be supported by an affidavit from SAPS	
13	B-BEE Status Level of Contribution: Preference Points Claim Form in Terms of the Preferential Procurement Regulation 2017 (<i>Required for evaluation</i>)	
14	CSD Registration/CSD Summary Report (<i>Compulsory</i>)	
15	Letter of Good Standing (COIDA) (<i>Compulsory</i>)	
16	Copy of accredited certificate professional organization for companies CESA/SABTACO/other engineering affiliation for engineering or built environment (<i>Compulsory</i>)	
17	Professional Indemnity of minimum R5 000 000.00 (<i>Compulsory</i>)	

Engineer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2 RETURNABLE SCHEDULES

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Engineer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.1 FORM A: SCHEDULE OF PROPOSED SUBCONTRACTORS

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	Name and address of proposed Subcontractor	Nature and extent of work
1.		
2.		
3.		
4.		
5.		

Signature of person authorised to sign the Bid:

Date:

Engineer	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.2.3 FORM C: RECORD OF ADDENDA TO BID DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this Bid offer, amending the Bid documents, have been taken into account in this Bid offer:

	Date	Title of Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signature of person authorised to sign the Bid:

Date:

Engineer	Witness 1	Witness 2	Employer	Witness 1	Witness 2
---------------------------------	----------------------------------	----------------------------------	---------------------------------	----------------------------------	----------------------------------

T2.2.4 FORM D: CERTIFICATE OF BIDDER'S ATTENDANCE OF COMPULSORY CLARIFICATION MEETING

This is to certify that I,

representative of (Bidder)

of (address)

.....

Telephone No :.....

Fax No:.....

attended a compulsory clarification meeting on the day of 20.....

in the company of (Engineer's representative)..... rep

Signature of person authorised to sign the Bid:

Date:

.....
Engineer

.....
Witness 1

.....
Witness 2

.....
Employer

.....
Witness 1

.....
Witness 2

T2.2.5 FORM E: KEY PERSONNEL AND NON-LOCAL WORKERS TO BE EMPLOYED

The Bidder shall insert in the spaces below, the name of non-local key personnel and non-local workers to be engaged on the Contract.

CATEGORY OF EMPLOYEE	NAME OF EMPLOYEE	Academic Qualifications	Professional Registration	YEARS EXPERIENCE
Construction Project Manager				
Engineering				
Quantity Surveyor				
Health & Safety Officer				
others				

Attach additional pages if more space is required.

* The Contractor must fill in the various categories, e.g. Site, Agent, Foreman, Trainers, Plant Operators, Clerks, Technicians, Laboratory Assistants, etc as required.

Signature of person authorised to sign the Bid:

Date:

Engineer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.6 FORM F: SCHEDULE OF WORK CARRIED OUT BY THE BIDDER

The Bidder shall list in the spaces provided below a completed list of waterborne sanitation related contracts of similar nature awarded to the Bidder. This information may be deemed to be material to the award of this Bid. Proof should be submitted with this Bid e.g. **Completion certificates or referral letters**

Description Nature of Work	Value (R) VAT excluded	Period work executed		Reference		
		Appointment Date	Completion Date	Name	Organisation	Tel no and email address
				Employer		
				Consultant		
				Employer		
				Consultant		
				Employer		
				Consultant		
				Employer		
				Consultant		
				Employer		
				Consultant		
				Employer		
				Consultant		
				Employer		
				Consultant		

Signature of person authorized to sign the Bid:

Date:

Engineer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Should the Bidder desire to have any departures from, or modifications to the General Conditions of Contract, Specifications, Bill of Quantities or Drawings considered, or to qualify his Bid in any way, he shall set out his proposals clearly hereunder or alternatively state them in a covering letter attached to his Bid and referred to hereunder.

[illegible]

Date:

Witness 2

T2.2.8 FORM H: FINANCIAL REFERENCES

DETAILS OF BIDDERS BANKING INFORMATION

Notes to bidder:

1. The bidder shall attach to this form certified copy or an original letter from the bank confirming the bank account and details which is not older than three months. The bidder's banking details as they appear below shall be completed.
2. In the event that the bidder is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

BANK NAME:			
ACCOUNT NAME: (e.g. ABC Civil Construction cc)			
ACCOUNT TYPE: (e.g. Savings, Cheque etc)			
ACCOUNT NO:			
ADDRESS OF BANK:			
CONTACT PERSON:			
BANK RATING			
TEL. NO. OF BANK / CONTACT:			
BANK STAMP			
HOW LONG HAS THIS ACCOUNT BEEN IN EXISTENCE:	0-6 months	☐	(Tick which is appropriate)
		☐	
	7-12 months	☐	
	13-24 months	☐	
	More than 24 months	☐	

SIGNATURE ON BE HALF OF BIDDER:

Engineer	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.2.9 FORM I: AUTHORITY OF SIGNATORY

(i) AUTHORITY FOR SIGNATORY

Signatories for companies must establish their authority by attaching to this form a copy of the relevant resolution by their Board of Directors, duly signed and dated.

An example is shown below:

"By resolution of the Board of Directors taken on2120
Mr.....

Has been duly authorized to sign all documents in connection with contract No.

And any contract which may arise there from on behalf of (block capitals).....
.....

SIGNED ON BEHALF OF THE COMPANY :

IN HIS CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

***PLEASE NOTE THAT, THIS IS JUST AN EXAMPLE OF AUTHORITY FOR SIGNATORY. YOU ARE REQUIRED TO SUBMIT A COPY OF A RELEVANT RESOLUTION OF THE BOARD OF DIRECTORS.**

THIS APPLIES TO COMPANIES WITH MORE THAN ONE MEMBERS

FAILURE TO SUBMIT A COPY OF A RELEVANT RESOLUTION OF THE BOARD OF DIRECTORS, SHALL DISQUALIFY THE TENDER.

Engineer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.10 FORM J: QUALITY MANAGEMENT SYSTEMS

Briefly describe the construction quality system incorporated by the Bidder in his organisation and which will be applicable to this Contract.

	Internal	External	Name of responsible Company /or Person (In case of Person give years' experience and qualification)
Survey: Setting out of the works and control			
Testing Laboratory			
Additional quality systems			

Signature of person authorised to sign the Bid:

Date:.....

Engineer	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The Bidder shall, in the table below, state the estimated cash flow on the contract based on his preliminary programme, his Bided unit rates and his submission of payment certificates to the Employer. Amounts for Contract Price Adjustment shall not be included.

From what sources will you fund the above amount (e.g. funds internally available, bank overdraft, loan, partner (his source), etc.)

Signature of person authorised to sign the Bid:

Engineer Witness 1 Witness 2 Employer Witness 1 Witness 2

T2.2.13 FORM L: CONSTRUCTION PROGRAMME

Signature of person authorised to sign the Bid:

Date:

--

Engineer

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

T2.2.14 FORM M: COMPLIANCE WITH OHSA (ACT 85 OF 1993)

Bidders are required to satisfy the Employer and the Engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

1. Is the Contractor familiar with the OHSA (ACT 85 of 1993) and its Regulations?	YES / NO
2. Who will prepare the Contractor's Health and Safety Plan? (Provide a copy of the person/s curriculum vitae/s or company profile).	
3. Does the Contractor have a health and safety policy? (if yes, provide a copy). How is this policy communicated to all employees?	YES / NO
4. Does the Contractor keep records of safety aspects of each construction site? If yes, what records are kept?	YES / NO
5. Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attend these meetings?	YES / NO
6. Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company? If yes, please explain his duties and provide a copy of his CV.	YES / NO
7. Does the Contractor have trained first aid employees? If yes, indicate, who.	YES / NO
8. Does the Contractor have a safety induction training programme in place? (If yes, provide a copy)	YES / NO

Signature of Bidder:.....

Date:

Engineer	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.2.15 FORM N: COMPANY INFORMATION FOR BIDS GREATER THAN R10 MILLION

1. The Bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements:

- i) for the past three years; or
- ii) since their establishment or established during the past three years.

Indicate whether these have been included in the Bid. Yes/No

2. Does the Bidder have any undisputed commitments for Municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days?

☐ YES ☐

If so, state particulars:.....
.....
.....

3. Has any contracts been awarded to the Bidder by an organ of state during the past five years?

☐ ☐

If so, state particulars:.....
.....
.....

4. Has there been any material non-compliance or dispute concerning the execution of such contract?

☐ YES ☐

If so, state particulars:
.....
.....

5. Is any portion of the goods or services expected to be sourced out from outside the Republic?

☐ Y ☐

If so, state what portion and whether any portion of payment from the Municipality is expected to be transferred out of the Republic.

.....
.....

Signature of Bidder:

Date:

Engineer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.16 FORM O: MUNICIPAL RATES & CHARGES CLEARANCE CERTIFICATE

SCM 5

IT IS A CONDITION OF BIDDING I.R.O. GOODS, WORKS AND SERVICES ABOVE A TRANSACTION VALUE OF R15 000 (VAT INC) THAT –

1. The rates and taxes as well as other charges (eg. water and electricity accounts) of the successful bidder must be in order, or that satisfactory arrangements have been made with the municipality concerned to meet his/her obligations in this regard.
2. The attached or a form municipal tax "Application rates & charges Clearance Certificate" must be in respect completed in all respects and submitted to the municipality where the bidder or his/her business is located.
3. The relevant municipality will then furnish the bidder with a clearance "Clear Certificate" that is valid for a period of twelve (12) months from date of issue.
4. This Clearance Certificate must be obtained by the bidder at his/her own cost and submitted in the original together with the rest of the bid documents.
5. Failure to submit the original valid Clearance Certificate or incomplete SCM5 Form, may invalidate your bid.
6. In bids where consortia/joint ventures/sub-contractors are involved; each party must submit a separate Clearance Certificate.
7. Invoices will not be considered.
8. Rural service providers who do not have municipal accounts must submit proof of residence and payment of tribal obligations.
9. The SCM 5 form provided must be completed, signed and stamped by an official of a municipality where you are paying services.

--	--	--	--	--	--

Engineer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

APPLICATION FOR A TAX, RATES & OTHER MUNICIPAL CHARGES CLEARANCE CERTIFICATE (I.R.O. BIDDERS) - **SCM 5**

1. Full name of tax payer...../bidder

2. Trade name (if any)

3. Identification No.

4. Company / Close Company Registration No.

5. Municipal account No.

Signature of person requiring Clearance Certificate

Name:

Telephone No. CodeNumber

Residential Address:.....

Postal Address:.....

CLEARANCE CERTIFICATE BY MUNICIPALITY

I,iny capacitym as
(full names) (designation)

of the municipality.....ofHerebyverifythat- c
(name of municipality)

Tick appropriate bullet.

- ☐ I have examined the municipal accounts of the above-named person/firm/company/close corporation and am satisfied that all his/her municipal accounts are up to date and fully paid.
- ☐ I have examined the above-named municipal accounts and have found the said accounts to be in arrears.
- ☐ I have examined the above-named municipal accounts and have found the said accounts being honored in terms satisfactory arrangement made with the Municipality.

Signature of official Municipality of	MUNICIPAL STAMP
--	------------------------

Telephone No. CodeNumber.....

Date:/...../20...

Engineer	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.2.17 FORM P: TAX CLEARANCE REQUIREMENTS

MBD 2

IT IS A CONDITION OF BIDDING THAT -

1. The taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.
2. The attached form "Application for Tax Clearance Certificate (in respect of) b" completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of twelve (12) months from date of issue. This Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit the original and valid Tax Clearance Certificate may invalidate the bid.
3. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver's Office.

MBD2/ Application for tax Certificate...

Engineer	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Signature of contact person requiring Tax Clearance Certificate:

Name:

Telephone number: Code:.....er:Numb

Address:

.....

.....

DATE: 20 / /

[MBD 2]

T2.2.17

T2.2.18 FORM Q: DECLARATION OF INTEREST

MBD 4

1. No bid will be accepted from persons in the service of the state.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state it is required that the bidder or their authorised representative declare their position in relation to the evaluation/adjudication authority and/or take an oath declaring his/her interest

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 Vat Registration Number:

3.6 Are you presently in the service of the state ? **YES / NO**

3.6.1 If so, furnish particulars.

.....
.....

3.7 Have you been in the service of the state for the past twelve months? **YES / NO**

3.7.1 If so, furnish particulars

.....
.....

3.8 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

3.8.1 If so, furnish particulars

.....
.....

3.9 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid ?

YES / NO

3.9.1 If so, furnish particulars

.....
.....

Engineer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.10 Are any of the company's shareholders or stakeholders directors, in service manager of the state? YES / NO

3.10.1 If so, furnish particulars

.....
.....

3.11 Is any spouse, child or parent principle of shareholder the company's or directors stakeholders in service of the state? YES / NO

3.11.1 If so, furnish particulars

.....
.....

DECLARATION / CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE MUNICIPALITY MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature Date

.....
Position Name of bidder

☐ MSCM Regulations: "in service of the state" means – to be

(a) a member of –

- (i) any municipal council
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of Provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

.....
Engineer

.....
Witness 1

.....
Witness 2

.....
Employer

.....
Witness 1

.....
Witness 2

T2.2.8 FORM R: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

MBD 6.1

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF BBBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

Engineer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a Bidder to provide goods or services in accordance with specifications as set out in the tender documents. (g) **“prices”** includes all applicable taxes less all unconditional discounts; (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 P_s = 80 - 1 \frac{P_t - P_{min}}{P_{min}} & \text{or} & P_s = 90 - 1 \frac{P_t - P_{min}}{P_{min}}
 \end{array}$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

Engineer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: = (maximum... of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

- 7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted%?

--

Engineer

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

- ii) The name of the subcontractor.....
iii) The B-BBEE status level of the subcontractor.....
iv) Whether the sub-contractor is an EME or QSE (**Tick applicable box**)

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name Of Company/Firm :

8.2 VAT Registration Number :

8.3 Company Registration Number :

8.4 Type of Company/ Firm

- ☐ Partnership/Joint Venture / Consortium
☐ One-person business/sole propriety
☐ Close corporation
☐ Company
☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 Describe Principal Business Activities

.....

8.6 Company Classification

- ☐ Manufacturer
☐ Supplier

Engineer	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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- ☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated :.....

Registered Account Number :

Stand Number :.....

8.8 Total number of years the company/firm has been in business :.....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

Engineer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

WITNESSES 1. 2.	 SIGNATURE(S) OF BIDDERS(S) DATE: ADDRESS
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T2.2.9 FORM S: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. Any Bid may be rejected if that Bidder, or any of its directors have:

abused the Municipality's / Municipal entity's supply chain management system or committed any improper conduct in relation to such system;
been convicted for fraud or corruption during the past five years;
willfully neglected, reneged on or failed to comply with any government, Municipal or other public sector contract during the past five years; or
been listed in the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the Bid:

Item	Question	Yes	No
2.1	Is the Bidder any of its directors listed on the National Treasury's database as a company or persons prohibited from doing business with the public sector? (Companies for persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	☐	☐
2.1.1	If so, furnish particulars:		
2.2	Is the Bidder or any of its directors listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Bid Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012)3265445)	☐	☐
2.2.1	If so, furnish particulars:		
2.3	Was the Bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	☐	☐
2.3.1	If so, furnish particulars:		
2.4	Does the Bidder or any of its directors owe any Municipal rates and taxes or Municipal charges to the Municipality / Municipal entity, or to any other Municipality / Municipal entity, that is in arrears for more than three months?	☐	☐
2.4.1	If so, furnish particulars:		

Engineer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Item	Question	Yes	No
2.5	Was any contract between the Bidder and the Municipality / Municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or to comply with the contract?	☐	☐
2.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
INFORMATION FURNISHED ON THIS DECLARATION FORM TO BE TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE
TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF BIDDER

Engineer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.9 FORMAT: CERTIFICATE OF INDEPENDENT BID DETERMINATION

MBD 9

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

Engineer	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

APPOINTMENT OF PROFESSIONAL CIVIL/ BUILDING ENGINEERING COMPANIES TO PROVIDE CONTRACT
ADMINISTERATION & INSPECTING THE WORKS TO BE CONSTRUCTED BY LEARNER CONTRACTOR
DEVELOPMENT PROGRAM (EPRIAM MOGALE LM)

in response to the invitation for the bid made by:

SEKHUKHUNE DISTRICT MUNICIPALITY

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the wo include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

Engineer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 9

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

.....
Engineer

.....
Witness 1

.....
Witness 2

.....
Employer

.....
Witness 1

.....
Witness 2

PORTION 2: CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

Engineer	Witness 1	Witness 2	Employer	Witness 1	Witness 2

AGREEMENTS AND CONTRACT DATA

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Engineer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.1 Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: APPOINTMENT OF PROFESSIONAL CIVIL/ BUILDING ENGINEERING COMPANIES TO PROVIDE CONTRACT ADMINISTRATION & INSPECTING THE WORKS TO BE CONSTRUCTED BY LEARNER CONTRACTOR DEVELOPMENT PROGRAM –EPHRIAM MOGALE LM

REFERENCE NUMBER: SK8/3/1-12/2021/22

The Bidder, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the Bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Bidder offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

..... Rand (in words);
R (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the tender data, whereupon the Bidder becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature Date
Name
Capacity

for the Bidder

(Name and
address of
organization)

Name and
signature
of witness

.....
Engineer

.....
Witness 1

.....
Witness 2

.....
Employer

.....
Witness 1

.....
Witness 2

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the Bidder's offer. In reof, consideration the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the Bidder's offer shall form an agreement between the employer and the Bidder upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the Bidder and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Bidder shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the given employer in the contract data to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Bidder (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature Date

Name

Capacity

for the

Employer SEKHUKHUNE DISTRICT MUNICIPALITY
Corner Riebeeck and Chris Wiid Street
Private Bag 8611
Groblersdal
0470

Name and
signature
of witness

Date

Engineer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender;
2. A Bidder's covering letter shall not document be. Should include any matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here;
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here;
4. Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

1 Subject	
Details	
	
	
	
2 Subject	
Details	
	
	
	
3 Subject	
Details	
	
	
	

Engineer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4 Subject

Details

5 Subject

Details

By the duly authorised representatives signing this agreement, the employer and the Bidder agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

Engineer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.2 CONTRACT DATA

Engineer	Witness 1	Witness 2	Employer	Witness 1	Witness 2

CONTRACT DATA

INDEX

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Engineer	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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C1.2 Contract Data

- The Bidding documents for this *Bid Number* SK8/3/1-12/2021/22 are contained in several volumes, i.e.
- The Bidder is required to study all volumes included in the Bidding document, complete and attach requested information and submit all in one envelope by the Bid Closing Date.
- In cases where specifications and rates are not available or cannot be determined, the client shall request all appointed panellists (in terms of their grading status) to submit rates tables / quotations during the contract period. This shall only be applicable to appointed panellists.
- Omitting of the volumes from the submitted bid shall result in the Bid being considered nonresponsive.

C1.2.1 GENERAL CONDITIONS OF CONTRACT

C1.2.1.1 Information

The **Client** shall timeously provide to the **Consulting Engineer**, free of cost, all information that may be reasonably required for the provision of the **services**. The **Consulting Engineer** shall be entitled to rely on the accuracy and completeness of such information furnished by or on behalf of the **Client**.

C1.2.1.2 Decisions

The **Client** shall give his decision on all matters properly referred to him by the **Consulting Engineer** in writing within a reasonable time so as not to delay the **services** or the **contract**.

C1.2.1.3 Assistance

The **Client** shall co-operate with the **Consulting Engineer** and shall not interfere with or obstruct the proper performance of the **services**. The **Client** shall as soon as reasonably possible :

- (1) Authorise the **Consulting Engineer** to act as his agent as may be necessary for the performance of the **services**.
- (2) Provide all available maps, plans, record drawings and other relevant information.
- (3) Procure the **Consulting Engineer's** ready access to the **project** site.
- (4) Obtain all approvals, licences and permits from governmental, regional and municipal authorities having jurisdiction over the **project**, unless otherwise stated in Appendix A.
- (5) Designate in writing a person to act with his complete authority to give instructions for and to receive information on his behalf.

C1.2.1.4 Services of Others

The **Client** shall at his cost engage such other **Consulting Engineers** and

Engineer	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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specialists as may be necessary for the proper completion of the **project**. The **Consulting Engineer** shall co-operate with such **Consulting Engineers** and specialists, but shall not be responsible for them or for their performance.

C1.2.1.5 Notice of Change

On becoming aware of any matter which materially shall change or has changed the scope, cost or timing of the **services** or the **works**, or on becoming aware of any defect or deficiencies in the **services** or the **works**, the **Client** shall give appropriate notice to the **Consulting Engineer**.

C1.2.1.6 Issue of Instructions

Where the **Consulting Engineer** is required to administer the work of others or of any **contract** on behalf of the **Client**, then the **Client** shall only issue instructions related to such work or **contract** through the **Consulting Engineer**. Further, the **Client** shall not enter into any **agreement** or **contract** which describes the duties of the **Consulting Engineer** or imposes obligations on him without first obtaining the **Consulting Engineer's agreement** thereto.

C1.2.1.7 DURATION OF AGREEMENT

C1.2.1.7.1 Commencement

The appointment of the **Consulting Engineer** shall commence from the date of the **agreement** or from the time when the **Consulting Engineer** began to perform any of the **services** provided for in this **agreement**, whichever is the earlier.

C1.2.1.7.2 Completion

Unless terminated under one of the other clauses, the appointment of the **Consulting Engineer** shall be completed when the **Consulting Engineer** submits the final report or when he renders the closing account, whichever is the later.

C1.2.1.7.3 Force Majeure

If circumstances arise for which the **Consulting Engineer** is not responsible and which make it impractical or impossible for the **Consulting Engineer** to perform the **services** in the normal manner as contemplated by the **parties** in accordance with the **agreement** in whole or in part, then the **Consulting Engineer** shall promptly notify the **Client**.

If in those circumstances certain **services** have to be suspended, the time for their completion shall be extended by the extent of the delay plus a reasonable period for their resumption or, if the speed of performing certain **services** has to be reduced, the time for their completion shall be extended as may be necessary due to the circumstances. The **Client** shall pay to the **Consulting Engineer** such additional fees and expenses as may be agreed as appropriate to the work undertaken by the **Consulting Engineer** in providing the necessary additional **services**.

Engineer

Witness 1
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Witness 2
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Employer

Witness 1
--

Witness 2
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C1.2.1.7.4 Termination by the Client

The **Client** may suspend all or part of the **Services** or terminate the **agreement** by notice to the **Consulting Engineer** who shall immediately make arrangements to stop the **services** and minimise further expenditure.

C1.2.1.7.5 Termination by the Consulting Engineer

The **Consulting Engineer** may by notice of at least 30 **days** terminate the **agreement**, or at his discretion and without prejudice to the right to terminate, may suspend or continue suspension of performance of the whole or part of the **services**:

(1) when, 30 **days** after the due date for payment of any invoices, the **Consulting Engineer** has not received payment of that part of it which has not by that time been contested in writing by the **Client**

C1.2.1.7.6 Payment due upon Suspension or Termination

Should instructions having been given by the **Client** to the **Consulting Engineer** to proceed with any of the stages of **services** and the whole or part of the **works** is cancelled or abandoned or postponed for a period of more than six **months**, the **Consulting Engineer** shall be remunerated for **services** performed, plus a surcharge of one tenth of the full fee which would have been payable to the **Consulting Engineer** had his **services** been completed in terms of his engagement.

C1.2.1.7.7 Rights and Liabilities of the Parties

Completion, suspension or termination of the **agreement** shall not prejudice or affect the accrued rights or liabilities of the **parties**.

C1.2.1.8 REMUNERATION - GENERAL

C1.2.1.8.1 Payment

The **Client** shall remunerate the **Consulting Engineer** for **services** rendered in accordance with the details stated in the Specific Provisions which form part of this Form of **Agreement** and shall further pay for any additional or exceptional **services** in accordance with the principles contained in the Specific Provisions or at rates and prices agreed between the **Client** and the **Consulting Engineer**. Where a payment schedule has not been agreed then the **Consulting Engineer** will be entitled to render interim monthly invoices, based on progress, throughout the duration of the **services**.

C1.2.1.9 LIABILITY AND INSURANCE

C1.2.1.9.1 Liability of the Consulting Engineer

The **Consulting Engineer** shall only be liable to pay compensation to the **Client** arising out of or in connection with the **agreement** if a breach of Clause 2.1 is established

Engineer	Witness 1	Witness 2	Employer	Witness 1	Witness 2

against him.

C1.2.1.9.5 Insurance for Liability and Indemnity

The **Consulting Engineer** agrees to arrange and maintain professional indemnity insurance cover in respect of the **services** provided under this **agreement** for the duration of the liability period in terms of clause 6.4, and in accordance with the details set down in the Specific Provisions.

C1.2.1.10 GENERAL PROVISIONS

C1.2.1.10.1 Governing Law

This **agreement** shall be governed by the law of the Republic of South Africa.

C1.2.1.11 Ownership of Data, Designs and Documents

(1) In accordance with the relevant clauses of the Copyright Act (Act 98 of 1978) relating to assignment, the **Consulting Engineer** shall retain copyright of all documents prepared by the **Consulting Engineer**. The **Client** shall be entitled to use them or copy them only for the **project** and the purpose for which they are intended and need not obtain the **Consulting Engineer's** permission to copy for such use;

(2) The ownership of data and factual information collected by the **Consulting Engineer** and paid for by the **Client** shall, after payment by the **Client**, lie with the **Client**;

(3) The **Client** shall have no right to use any documents referred to in this Clause where any or all of the fees and expenses payable to the **Consulting Engineer** have not been paid in accordance with this **agreement**.

(4) In the event that the **parties** agree that the copyright in the documents shall be ceded to the **Client** then the **Consulting Engineer** shall not be liable in any way for the use of any of the information other than as originally intended for the **project** and the **Client** hereby indemnifies the **Consulting Engineer** against any claim which may be made against him by any party arising from the use of such documentation for other purposes.

C1.2.1.12 Conflict of Interest and Corruption

Unless otherwise agreed in writing by the **Client**, the **Consulting Engineer** and his personnel shall have no interest in nor receive remuneration in connection with the **project** except as provided for in the **agreement**. The **Consulting Engineer** shall not engage in any activity, which may conflict with the interests of the **Client** under the **agreement**.

Notwithstanding any damages that may be claimed against the **Consulting Engineer** in law, the **Client** will be entitled to terminate the **agreement** in accordance with Clause 4.4, if it is shown that the **Consulting Engineer** is guilty of:

(1) offering, giving, receiving or soliciting anything of value with a view to influencing the behaviour or action of anyone, whether a public official or otherwise, directly or indirectly in the selection process or in the conduct of the **agreement**; or

(2) misrepresentation of facts in order to influence a selection process or the

Engineer
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Witness 1

Witness 2

Employer
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Witness 1

Witness 2

execution of a **contract** to the detriment of the **Client**, including the use of collusive practices intended to stifle or reduce the benefits of free and open competition.

C1.2.1.13 Notices

Notices under the **agreement** shall be in writing and will take effect from receipt at the physical address stated in the Specific Provisions. Delivery may be by registered letter or by hand against written confirmation of receipt or by facsimile.

C1.2.1.14 Variations

(1) The **Client** may order variations to the **services** in writing or may request the **Consulting Engineer** to submit proposals, including the time and cost implications, for variations to the **services**;

(2) The reasonable cost of preparation and submission of such proposals and the incorporation into the **agreement** of any variations to the **services** ordered by the **Client**, including any increase in the **Consulting fees** **Engineer's** and reimbursable costs, shall be agreed between the **Consulting Engineer** and the **Client**.

C1.2.1.15 Electronic Communications

The **parties** contract out of the provisions of the Electronic Communications and Transactions Act 25 of 2002, unless otherwise detailed in the Specific Provisions.

C1.2.1.16 SETTLEMENT OF DISPUTES

C1.2.1.16.1 Settlement

The **parties** shall negotiate in good faith with a view to settling any dispute or claim arising out of or relating to this **agreement** and may not initiate any further proceedings until either **party** has, by written notice to the other, declared that such negotiations have failed.

C1.2.1.16.2 Mediation

Any such dispute or claim, which cannot be settled between the **parties**, may be referred by the **parties**, without legal representation, to mediation by a single mediator. The mediator shall be selected by **agreement** between the **parties** and, failing such **agreement**, shall be nominated by the President of CESA. The costs of the mediation shall be borne equally between the **parties**.

C1.2.1.16.3 Arbitration/Litigation

If either **party** were unwilling to agree to mediation or be dissatisfied with the opinion expressed by the mediator or should the mediation fail then such **party** may: -

Engineer	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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Engineer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Part 1: Contract Data completed by the Employer

Clause	
1.1.1.15	The name of the Employer is the Sekhukhune District Municipality
1.2.1.2	The address of the Employer is: Telephone: 013 262 7535 Facsimile: Address (physical): Riebeeck Street and Chris Wiid Street Bareki Mall Address (postal): Groblersdal 0470
1.1.1.16	The name of the Employer's Agent is
1.2.1.2	The address of the Employer's Agent is: Address (physical): Address (postal):
1.1.1.14	The works shall be completed within 2 and half months exclusive of year end break.
1.1.1.26	The Pricing Strategy is Re-measurement Contract
	Agent is required to obtain the specific approval of the Employer before executing any of the following functions or duties:
	9. Nominating the Employer's Agent's Representative in terms of cl 3.3 10. Delegation of Employer's Agent's Representative authority in terms of cl 3.3.4 11. Providing consent for subcontracting part of the contract in terms of cl 4.4.2 12. The issuing of further drawings or instructions in terms of cl 5.9.2 13. The issuing of instructions for dealing with fossils and the like in terms of cl 4.7. 14. Authorizing the Contractor to repair and make good, excepted risks in terms of cl 8.3. 15. The issuing of a variation order in terms of cl 6.3. 16. Issuing of instructions to carry out work on a day work basis in terms of cl 6.5. 17. Granting permission to work during non-working times in terms of cl 5.8.1. 18. Suspend the progress of the works in terms of cl 5.11.2. 19. The issuing of an instruction to accelerate progress in terms of cl 5.12.4. 20. The reduction of a penalty for delay in terms of cl 5.13.2 21. The determination of additional or reduced costs arising from changes in legislation in terms of cl 6.8.4. 22. The giving of a ruling on a contractor's claim i 23. The agreeing of an extension to the 28 period in terms of cl 10.1.5.1 24. The inclusion of credits in the next payment certificate in terms of cl 10.1.5.2 25. The agreeing of the adjustment of the sums for general items in terms of cl 5.12.3
5.3.1	The documentation required before commencement with Works execution are: Health and Safety Plan (Refer to Clause 4.3) Initial programme (Refer to Clause 5.6) Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6)
5.3.2	The time to submit the documentation required before commencement with Works execution is 15 days. 5.13.1
	The penalty for failing to complete the Works is R 2 000.00 per calendar day (These is waived for LCDP)

Engineer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5.14.5.2	The Defects Liability Period is 12 months from the issue of a Certificate of Completion.
6.8.2	The value of the payment certificates is to be adjusted in accordance with the Contract Price Adjustment Schedule, where: The value of "x"0,1 is The values of the coefficients are: a = 0.20 b = 0.20 c = 0.55 d = 0.05 The province wherein the larger part of the Site is located is Sekhukhune District. The base month is the month prior to the closing of the tender.
6.8.3	Price adjustments for variations in the costs of special materials are allowed
6.10.3	The limit of retention money is 10% of Contract Price (Exclusive of contingencies and VAT). The retention money will be deducted on each progress payment certificate. The liability for the guarantee shall be 10% of Contract Price (Exclusive of contingencies and VAT) (Sekhukhune would provide the guarantee on behalf of the LCDP contractor) The Form of Guarantee is to contain the wording of the document included in C1.3.
8.6.1.3	The limit of liability insurance is R 500 000 per claim. (Sekhukhune will provide insurance for LCDP)
10.5.2	Dispute resolution is to be by means of ad hoc adjudication
10.7.1	Disputes are to be referred for final settlement to arbitration.

Engineer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Part 2: Data provided by the Contractor

Engineer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.3 Form of Guarantee

Contract No sk8/3/1-12/2021/22 WHEREAS **Sekhukhune District Municipality** (hereinafter referred to as the Employer") provides a guarantee on behalf of a Contract:

.....
(hereinafter called. . . "the.....dayContractor") of..... on.... the....20., for
.....
at Groblersdal

AND WHEREAS it is provided by such Contract that the Contractor shall be provided by the Employer with security by way of a guarantee for the due and faithful fulfillment of such contract by the

.....
AND WHEREAS has / have at the request of the contractor, agreed to give such indemnity cover

NOW THEREFORE WE do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and excursion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and / or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the completion date of the works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the completion date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the PSP.
4. This guarantee/ professional indemnity shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the Guaranteed/ professional indemnity cover Sum of
.....Rand (in words); R
..... (in figures)
6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.

Engineer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

7. We hereby choose our address for the serving of all notices for all purposes arising here from as

.....
.....
.....
.....

IN WITNESS WHEREOF this guarantee has been executed by us at
on this day of 20

Signature

Duly authorized to sign on behalf of

Address
.....
.....

As witnesses:

1

2

Engineer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.4 SAFETY AGREEMENT

MEMORANDUM OF AGREEMENT CONCLUDED BY AND BETWEEN:

**Sekhukhune District Municipality
(HEREINAFTER REFERRED TO AS THE MUNICIPALITY)**

herein represented _____
by in his capacity as _____
of the Municipality, he being duly authorised thereto

and

(hereinafter referred to as the Mandatory)

herein represented _____
by in his capacity as _____
of the Mandatory, he being duly authorised thereto

WHEREAS:

1. The Municipality and the mandatory entered into a written, alternatively oral agreement on the.....Day of20..... in terms of which the Mandatory undertook to carry out the following work for the Municipality, viz. (give a short description of the type of contract work to be done as well as the address where work will be done)

Construction of rural household sanitation units

(The said contract work is hereinafter referred to as the **Work**)

2. The Occupational Health and Safety Act, Act 85 of 1993 as amended (hereinafter referred to as **the Act**) contains amongst others certain provisions with regard to the health and safety of people at work and in connection with the usage of plant and machinery, as well as the protection of other persons than persons at work against hazards to health and safety that originates from or in connection with the activities of persons at work.
3. Section 37(2) of the Act makes provision for the exclusion by the parties, by way of a written agreement, of supposition and accompanying liability of the Municipality as stipulated in section 37(1) of the Act.

Engineer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4. The parties have reached consensus with regard to the terms and conditions to which they agree in terms of the provisions of section 37(2) of the Act.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS

1.

WRITTEN AGREEMENT

The parties herewith agree in terms of section 37(2) of the Act on the arrangements and procedures that must be followed to ensure compliance with the provisions of the Act by the Mandatory.

2.

ACKNOWLEDGEMENT BY THE MANDATARY

The mandatory acknowledge herewith that he is fully acquainted with the contents of the Act, as well as with all regulations and SABS codes of practice that have been made in terms of section 43 of the Act.

3.

UNDERTAKING BY MANDATARY

- (a) The Mandatory hereby undertakes and binds himself to the Municipality to ensure prompt and strict compliance with the provisions of the Act and the said regulations as well as with the provisions included in this Safety Agreement at all times during the execution of the Works
- (b) It is hereby recorded that the provisions of this Safety Agreement as set out hereinafter are in no way intended to restrict the duties of the Mandatory, nor to exempt the Mandatory from his obligation in accordance with the Act and the said regulations

4.

PERSONAL PROTECTIVE EQUIPMENT

- (a) It is compulsory to wear equipment for eye protection when working in an eye protection zone or where the Work requires eye protection.
- (b) It is compulsory to wear safety helmets when working in a safety helmet zone or where the Work requires safety helmets.
- (c) It is compulsory to wear hearing protection when working in a noise zone or where the Work requires hearing protection.
- (d) The wearing of other protective clothing and equipment as prescribed by the Occupational Health and Safety Officer of Sekhukhune District Municipality is compulsory.
- (e) The Mandatory shall ensure that the statutory requirements are complied with at all times.

Engineer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5.

FENCING AND GENERAL MACHINERY PROTECTION

No shield or fencing may be removed from or be moved at any machinery or installation without written permission.

6.

SCAFFOLDING, LADDERS, TOOLS, ET CETERA

The Mandatory without the written permission of the Municipality may use no equipment or tools that belong to the Municipality.

Except where agreed beforehand the Mandatory shall provide enough tools and equipment to enable him to complete the Works and the Mandatory shall provide all storerooms, offices and eating halls that he may need. The Mandatory will be responsible for all his material on site.

In special case where the Municipality may lend equipment, tools or materials to the Mandatory, the Mandatory will use such equipment, tools and/or materials at his own risk and the Mandatory herewith indemnifies the Municipality against any liability of whichever nature or from any cause whatsoever, whether direct or indirect, that may arise from such usage.

7.

SERVICES AND WORKING METHODS

The written permission of the Municipal Manager of the Municipality shall be obtained where any work which must be undertaken by the Mandatory is connected with a working process or machinery or any other service in connection therewith, or may possibly affect it, before he commences with such work.

Approval shall be obtained from the Electrical Engineer of the Municipality before any equipment is connected to the electrical supply of the Municipality. All equipment shall be isolated before any equipment is connected to the electrical supply of the Municipality. It shall be isolated and be provided with earth leakage protection. Electrical machinery, portable electrical tools and portable lights must comply with the requirements of the applicable regulations.

Work permits must be issued in terms of the Occupational Health and Safety Act and Regulations when the nature of the work requires it. Permits must be issued by the relevant departmental head where necessary.

8.

EXCAVATIONS

Written permission for excavations shall be obtained from the Engineer of the Municipality and the Mandatory shall make sure of the existence and position of electrical cables, discharge pipes, gas lines, water conduits, et cetera before he commences with any excavation work.

All excavations and obstructions and/or any openings in platforms or floors shall be enclosed in a safe way and warning notices shall be erected to ensure absolute safety. An adequate number of red or orange caution lights shall be provided when it is dark or should bad light prevail.

The area surrounding excavations shall be kept in a safe, orderly and tidy condition. No loose material of whatever nature may be left in walkways or workplaces or be allowed to block walkways or workplaces.

Engineer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Nobody may enter into any restricted area in which hazardous fumes or a shortage of oxygen exists without a permit giving permission to do so, issued by the head of the relevant department of the Municipality and until it has been certified safe for entrance by the Occupational Health and Safety Officer and the Health Inspector of the Municipality.

9.

RESTRICTION TO WORKPLACE

Employees of the Mandatory shall be restricted to their workplaces except when they have to leave their area for work purposes or when they visit toilets.

10.

SUBCONTRACTORS

The Mandatory shall ensure that all subcontractors receive a copy of this safety agreement and must ensure they comply with it.

11.

OCCUPATIONAL HEALTH AND SAFETY OFFICER AND THE REPORTING OF ALL ACCIDENTS

The Occupational Health and Safety Officer of the Municipality are available for consultation, and he will make periodical visits to the workplace of the Mandatory. Any hazardous occurrence or incident to the employees of the Mandatory that results in absence from work for a period longer than three days shall be reported in writing to the Occupational Health and Safety Officer of the Municipality within forty-eight hours as well as to the Department of Labour as specified by the Act. Every user, employer, occupier, builder, or excavator must, under this Act, keep record of all accidents that occur.

In the case of an accident that results in loss of life, nobody may disturb the scene of the accident, or any articles involved in the accident prior to the arrival of the Occupational Health and Safety Officer and the Inspector, unless it is to prevent another accident from happening or the prevention of loss of life or to remove corpses.

The Occupational Health and Safety Officer will issue contravention notices to the Mandatory or a sub-contractor when there is a noncompliance and will specify the time in which it must be rectified.

The Occupational Health and Safety Officer will issue work stop notices to the Mandatory or sub-contractor whenever he is of the opinion that the health and safety of any person at work is threatened or that the contravention notices are not adhered to.

Engineer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

12.

FIRST AID

Where five or more persons are employed at a workplace, the Mandatory shall provide and maintain an adequately equipped first-aid box that meets the following requirements.

- (a) Every first-aid box shall contain the minimum contents as prescribed by the Occupational Health and Safety Act.
- (b) Nothing except articles and equipment required for first-aid purposes may be kept in the first-aid box.
- (c) Each first-aid box shall be kept in a place readily accessible in case of an accident.

All first-aid boxes shall be placed under control of a responsible person except where five or less persons are at work. The responsible person must be in the possession of a valid first-aid certificate issued by one of the following organizations:

- A South-African Red Cross Society
- B St. John's Ambulance Foundation
- C South-African First-Aid League

A notice indicating where the first-aid box is kept as well as the name of the person in charge, shall be affixed in a conspicuous place. The first-aid facilities of the Municipality may be used during emergencies.

13.

FIRE PREVENTION MEASURES AND STORAGE OF FLAMMABLE MATERIAL

The Fire department of the Municipality shall be notified before any welding, oxyacetylene welding, cutting, burning of paint or tar from floors or roofs is undertaken so that the necessary fire prevention measures can be arranged. ALL GND "NO OPEN SURFACES MOKIN FIRES/LIGHTS PROHIBITED" notices shall be adhered to. The Mandatory and his senior employee shall acquaint themselves and their fellow workers with the fire prevention measures of the Municipality, which will also include fire alarm notices and exits in case of fire, and they shall ensure that these rules are strictly complied with.

14.

COMPLETION OF WORK

Before the mandatory or his sub-contractors leaves the site, they shall inform the Head of the relevant Department of the Municipality and obtain his/her written approval that the work has been completed satisfactory and that the site of the work is left in a good condition.

5.

SALVAGED MATERIAL AND EQUIPMENT

Any building demolished or equipment or materials that are salvaged whilst carrying out the work shall remain the property of the Municipality, unless the contract specifically provides otherwise.

Engineer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

16.

BREAKING OF THESE RULES AND POOR CONDUCT

The Mandatory is warned that no behavior that causes danger to their own employees, to the employees of the Municipality or general public will be tolerated. The Occupational Health and Safety Officer of the Municipality reserves the right of the withdrawal of any employees of the Mandatory or Municipality from the premises in the case of any default or breach of the agreement and to order that the completion of the work be stayed, pending compliance with this agreement; alternatively to cancel the agreement referred to in par.2 in which event the Municipality will be entitled to appoint an alternative contractor to complete the work and recover the costs thereof from the mandatory, without prejudice to any alternative or additional right or action or remedy to the Municipality, to recover from the mandatory damages for the default or breach and the cancellation.

The senior employees of the Mandatory shall sign a note of acknowledgement of this safety agreement to certify that they have received the regulations as included herein and that they understand the regulations

17.

INTOXICATION

Nobody that is in a state of intoxication or that is in any other condition that causes or may cause his/her incapability to control him/herself or persons under his control may and shall not be permitted on the premises of the Municipality. The Occupational Health and Safety Officer of the Municipality reserve the right to the withdrawal of any employees of the Mandatory or Municipality from the premises in the case of any transgression of this nature.

18.

CONFIDENTIALLY

The Mandatory shall at all times treat data and information that have been made known to him or that he requires in connection with his work from the Municipality as confidential and he may not make unauthorized use thereof. He must also ensure that such data and information are not communicated to anybody else that is not an employee of the Mandatory without obtaining prior written approval from the Municipality and he must further ensure that such persons do in fact know that the said information is confidential and that they are obliged to treat it as such.

The Mandatory shall provide for adequate physical protection for any confidential documents, sketches, et cetera that he receives from the Municipality in connection with the work as well as for any copies thereof that he makes. He shall hand back all documents sketches and copies thereof to the Municipality upon completion of the work, or earlier, if so requested by the Municipality. The Mandatory shall inform the Municipality immediately should any such documents or sketches become lost.

19.

INDEMNIFICATION BY THE MANDATARY

The following conditions will be applicable to the Mandatory:

- (a) The Mandatory is liable and herewith indemnifies the Municipality irrevocably and in full against any claim for loss or damage to property or arising from death or injury of any person and any associated loss or damage suffered, and against all lawsuits, claims, demands, costs, expenses, and charges that

Engineer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

may arise when the said occurrences are caused on purpose or through the negligence, violation of legal obligations or failure by the Mandatory or its employees.

- (b) Whenever any of the employees of the Municipality is busy with work to, or with the supply of material that will be used during the execution of the work by the Mandatory, or otherwise busy with work under the instruction and supervision of the Mandatory, in as far as they may be negligent or fail to do there duty, they will be regarded as employees of the mandatory
- (c) All installations, equipment, hoisting-apparatus and other implements, scaffolding, ladders, material, et cetera that are borrowed from the Municipality by the Mandatory for usage during the execution of the work, will be used entirely at the risk of the Mandatory or employees of the Mandatory and the Mandatory herewith indemnifies the Municipality irrevocably and in full against any liability that may arise from such usage.

20.

AMENDMENTS MUST BE IN WRITING

The parties agree herewith that this safety agreement is the only safety agreement between them and that no amendment thereof will be valid unless it is in writing and signed by both parties.

21

JURISDICTION AND LEGAL COSTS

In the event of any legal action being instituted pertaining to this agreement the party in default or breach will be liable for the galothercostson theparty'sscaleasbetweenleattorney and own client and the parties consent to the jurisdiction of the magistrate's courtforpurpose of any legal action being instituted.

Engineer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PARTICULARS OF THE MANDATARY

Name (Mandatory).....

C.E.O. (Section 16(1)).....

ID NO.....

Designation.....

Name of Business.....

Address of Business.....

Tel number (h)..... (w)..... e-mail.....

Number of employees employed.....

Registration number as allocated to the Mandatory by the Workman'sensationCommissionerComp
..... (attach proof)

Date allocated.....

Thus done and signed on this.....day of20....

As witnesses:

.....(Signature)..... (Name in print)

.....(Signature)..... (Name in print)

.....(Signature)..... (Name in print)

THE MANDATARY

Thus done and signed on this.....day of20....

.....(Signature)..... (Name in print)

As witnesses

.....(Signature)..... (Name in print)

.....(Signature)..... (Name in print)

THE MUNICIPALITY

Acknowledgement of receipt of the agreement:

.....
THE MANDATARY

Engineer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SEKHUKHUNE DISTRICT MUNICIPALITY

PART C2 PRICING DATA

Engineer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C2.1 Pricing Instructions

- C2.1.1. Costs incurred by the Consultant other than the listed expenses are included in the Rates and Prices and the staff rates. If expenses are paid at cost, then 'at cost' entered shouintothe Rate column.
- C2.1.2. The rates provided in the table below must be all-inclusive, i.e., inclusive of any support staff and administrative staff and associated costs; and disbursement costs. SDM will not entertain any additional claims for support-level staff, administrative staff, or disbursements.
- C2.1.3. Tenderers must note that the offered discount will remain in force for the full duration of the contract and no negotiations to adjust the discount will be entertained under any circumstances.
- C2.1.4. Evaluation of the "cost" fportiontheenderwill consider both the total price and the rates for individual team members. While any estimation of the work which the contractor must perform after the Startup Phase can at this tendering stage only be an estimate, some basis is needed to compare tenderers, so that tenders can be evaluated on price.
- C2.1.5. The following hypothetical example has been constructed for the purpose of price evaluation. The evaluators will calculate each tenderer'smonthbyusingtheratespriceprovided byforeach tenderer. The rates provided in the table below must be all inclusive, i.e., inclusive of any support staff and administrative staff, associated costs and disbursements. Each tenderer must, using the rate it offers, calculate its price for the hypothetical month. Each team member who is designated in the tender to be part of the team for addressing a particular professional service must be charged at the same rate even if that team member also assists with another professional service.
- C2.1.6. The prices should be fixed for six (8) months of the contract. The CPI formula will be used for escalation of these rates for subsequent financial years.
- C2.1.7. The example constructed for the purpose of price evaluation is an estimate of the month by-month requirements for monitoring and supervision. Assumptions are made, for example in respect of the number of hours and distribution of skills required.
- C2.1.8. In certain project types of the scope of work may include full services for some elements of the work and limited services for other elements. For example, in some situations the consulting engineer may be asked to provide advice, design review and construction monitoring related to elements designed and detailed by others. The fees for such limited services are subject to agreement between the client and consulting engineer and may be determined based on time and cost or by adding a pro-rata portion of between 15% and 100% of the cost of these elements, depending on the work involved to ensure compatibility, the degree of responsibility and related liabilities that could accrue.
For example, in building work, the consulting engineer is entitled to a full fee for all elements of the work where he is appointed as the competent person in terms of SANS 10400 and he is required to certify and sign off the design, inspection, and/or completion, regardless of who designed and detailed elements of the work. Examples of this include piling, lateral support, load bearing brickwork, precast concrete supports, fire protection, artificial ventilation, stormwater disposal, non-water-borne sanitary disposal, or drainage systems.
- C2.1.9 Technical staff include all staff performing work directly related to the execution of the services the consulting engineer is engaged for by the client and excludes all administrative, clerical and secretarial staff used to support professional and technical staff in general and not on a specific project only, but includes the typing of letters, minutes, reports and documents for projects.
- C2.1.10 To determine the time based fee rates the persons concerned are divided into:-

Engineer	Witness 1	Witness 2	Employer	Witness 1	Witness 2

(a) Category A, in respect of a private consulting practice in engineering, shall mean a top practitioner with over 20 years of experience whose expertise and relevant experience is nationally or internationally recognized and who provides advice at a level of specialization where such advice is recognized as that of an expert.

(b) Category B, in respect of a private consulting practice in engineering, shall mean a person with over 10 years of experience who acts as partner, a sole proprietor, a director, or a member who, jointly or severally with other partners,

co-directors or co-members, bears the risks of the business, or a person that takes responsibility for the projects and related liabilities of such practice and where his/her level of expertise and relevant experience is commensurate with the position, performs work of a conceptual nature in engineering design and development, provides strategic guidance in planning and executing a project and/or carries responsibility for quality management pertaining to a project.

(c) Category C, in respect of a private consulting practice in engineering, shall mean all salaried professional staff who are registered as such in terms of applicable Acts and with adequate expertise (in the range of 3 to 15 years) and relevant experience performing work of an engineering nature and who carry

Engineer	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C2.2 Bill of Quantity

Professional Service	Number of project team personnel	Number of hours per month	Rate per hour, including VAT	Calculation of tenderer's month
Contract management				
Project management				
Civil engineering				
Civil Technologist				
Civil Technician				
Quantity Surveyor				
Quantity Surveyor Technologist				
Quantity Surveyor Technician				
Project Mentor				
Social Facilitator				
H&H Social Facilitator				
OHS				
Other				

Engineer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Engineer	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PART C3 Scope of Work

C3.1 DESCRIPTION OF THE WORKS

- Professional civil/ building engineering companies will provide administering of construction contracts which will be awarded or allocated to learner contractors who are currently part of learner contract development program.
- The municipality has the approved construction designs drawings of the type of VIP structure that will be constructed in various areas within Sekhukhune District Municipality.
- Professional civil/ building engineering would be expected to over-see and/or inspect the works quality deliverance and schedules.
- The awarded professional service provider will also provide mentorship to learner contractors based on the guidelines of the CIDB LCD framework.
- Sub-contracting of work will include health and hygiene including the social facilitation which PSP will be expected to prioritize local companies within the district.
- Health and Hygiene officer will induct beneficiary on the proper use and maintenance of VIP (see DWS instruction manual on www.dws.gov.za)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1.1 Employer's objectives

The employer's objective is to deliver rural household sanitation infrastructure otherwise known as VIP toilets using labour intensive methods and sub-contractors where possible. The works in this contract are to be executed by using both conventional construction and labour –intensive construction methods

The employer will utilise the services of maximum of 50 learner contractors PSPs who are currently part of the contractor development programme.

1.2 Overview of the works

The Sekhukhune District Municipality is rendering services of professional services to qualified professional in order to act as an agent in terms of the Construction Regulations, 2014, of the occupational health and safety act (Act 85 of 1993) for the Rural Household Sanitation Project

1.3 Extent of the works

APPOINTMENT OF PROFESSIONAL CIVIL/ BUILDING ENGINEERING COMPANIES TO PROVIDE CONTRACT ADMINISTRATION & INSPECTING THE WORKS TO BE CONSTRUCTED BY LEARNER CONTRACTOR DEVELOPMENT PROGRAM EPHRIAM MOGALE LM

SDM will allocate 7 Learner contractors the work to construct 700 VIP toilets in the villages around EPHRIAM MOGALE LM.

SDM seek the services of professional project team to manager this 5-month period project. The appointed PSP will also be expected to provide mentoring

1.4 Location of the works

EPHRIAM MOGALE Local Municipality is located in the Sekhukhune District Municipality of Limpopo province, South Africa.

1.5 Geotechnical Information

1.5.1 Subsoil conditions

Municipality has the groundwater protocol for areas that will be provided with the sanitation projects and borehole projects

1.6 Features Requiring Special Attention

1.6.1 Existing Services

All existing services shall be indicated to the contractor where after he will assume full responsibility for maintaining these in good running order. It shall be understood that the production of the existing plant shall in no way be impaired during the contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1.6.2 Surveying and Cadastral Beacons (including Standpegs)

The Contractor shall be held responsible for the cost incurred in replacing or repositioning of any cadastral beacons which may have been disturbed by his actions.

Under no circumstances shall cadastral beacons be replaced by unauthorized persons and the Engineer shall be informed immediately of such disturbed beacons. The Engineer shall arrange for the replacement of any beacons by a competent Land Surveyor.

1.7 Supplying of Materials

All material required for this contract shall be supplied by the Contractor. The Contractor shall take care that no delay is caused due to a shortage of material. Therefore, material required shall be ordered well in advance.

While care had been taken in calculating the quantities, the Contractor shall check the quantities before ordering. No claims for payment of excess or incorrect materials due to such shall be entertained.

1.8 Quality Control

It is the responsibility of the Contractor to deliver work of quality and accuracy that is in accordance with the specifications and drawings, and the Contractor shall at his own cost provide a quality control system and provide experienced Engineers, Foreman, Surveyors, Technicians and other Technical Personnel together with the necessary transport, instruments and plant to ensure that proper supervision and positive control be applied on the job at all times.

The Contractor shall, at the completion of each part of the work and requesting approval thereof by the Engineer, submit all applicable test results, measurements and levels to indicate that it conforms with the relevant specifications.

1.9 General

Although every effort has been made to ensure the accuracy of the information contained in this bid document, the results are based upon fieldwork and limited laboratory testing only. It is thus possible that localized soil conditions at variance to those described in the report may be encountered.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SEKHUKHUNE DISTRICT MUNICIPALITY

C3.2 ENGINEERING

C3.2.1 STANDARDS AND CODES OF PRACTICE

The following design standards for civil engineering infrastructure will apply

- I. Guidelines for the provision of engineering services and amenities in residential township development by National Housing Board (Red book)
- II. General Condition of Contract for construction works (2015) (3rd Edition) by the South African Institution of Civil Engineers.
- III. Standardised Specification 719 as supplied by the South African Bureau of Standards

C3.2.2 DESIGN AND SPECIFICATIONS

Table 1:

Item No.	DESCRIPTION	DESIGN CRITERIA
1.	Check attachment	
2.		
3.		
4.		
5.		
6.		
7.		
8.		

C3.2.4: LIST OF DRAWINGS

DRAWING NO	DESCRIPTION
	Check attachment

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SEKHUKHUNE DISTRICT MUNICIPALITY

C3.3 PROCUREMENT

C3.3 Procurement

C3.3.1 Preferential procurement procedures

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the preferencing schedule.

C3.3.2 Scope of mandatory subcontract work

In areas where required by Employer's Agent the Contractor will be required to make use of local emerging contractors registered with CIDB in accordance with the subcontracting procedures described hereunder.

Competitive tenders shall be invited in respect of each of the above portions of the works in accordance with the relevant provisions of the latest edition of the CIDB Standard for Uniformity in Construction Procurement. The Contract Data in the associated procurement documents shall be based on the use of BIFSA Non-Nominated Subcontract for use with the JBCC Series 2000 Principal Building Agreement / CIDB Standard subcontract (labour only) / JBCC series 2000 Nominated / Selected Subcontract Agreement / SAFCEC General conditions of subcontract (2003 edition) (select appropriate option) / NEC Engineering and Construction Subcontract / NEC Engineering and Construction Short Subcontract with minimal project specific variations and amendments that do not change their intended usage.

The Employer together with the Contractor shall evaluate the tenders received in accordance with the provisions of the Standard Conditions of Tender contained in Annex F of Standard for Uniformity in Construction Procurement. The evaluation panel shall comprise equal representatives from the Employer and from the Contractor.

The Contractor shall without delay enter into contract with the successful tendering subcontractor based on their accepted tender submission. The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

C3.3.3 Preferred subcontractors/suppliers

Local emerging contractors must be Black Enterprises. A black enterprise (BE) is defined as a company or economic activity that is owned by black persons and where there is substantial management control by Black People. Ownership refers to economic interest, whilst management refers to the membership of any board or similar governing body of the enterprise. The Broad-Based Black Economic Empowerment Act No. 53 of 2003, principles must apply to BE's.

Enterprises must comply with the following:

C3.3.4 SUBCONTRACTING PROCEDURES

The contractor shall advertise and call for competitive tenders in respect of each portion of the works that are required to be subcontracted in terms of the contract in accordance with the relevant provision of the

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Engineer

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

latest edition of the CIDB Standard for Uniformity in Construction Procurement. The Contract Data in the associated procurement documents shall be based on the FIDIC form of subcontracting with minimal project specific variations and amendments that do not change their intended usage.

The Employer together with the Contractor shall evaluate the tenders received in accordance with the provision of the Standard Conditions of tender. The evaluation panel shall comprise equal representatives from the Employer and from the Contractor.

The Contractor shall without delay enter into contract with the successful tendering subcontractor based on their accepted tender submission.

The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

Note: 1 The CIDB Best Practice Guideline D1, *Subcontracting Arrangements*, provides guidance on the selection of a suitable form of subcontracts.

2 Provision in the Pricing Data should be made for provisional sums for portions of the works that are to be subcontracted in this manner

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Engineer

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

SEKHUKHUNE DISTRICT MUNICIPALITY

C3.4 CONSTRUCTION

C3.4.1 Works specifications

The applicable "Standard Specifications" shall be the document "Standard Specifications for Municipal Civil Engineering Works, Third Edition 2005", read together with the Particular Specifications.

Bidders, Contractors and Subcontractors shall obtain their own copies of the document "Standard Specifications for Municipal Civil Engineering Works, Third Edition 2005", for tendering purposes and for use for the duration of the Contract from the Sekhukhune District Municipality and shall bear all expenses in this regard.

The Standard Specifications have been written to cover all types of municipal civil engineering works and it may therefore cover work not applicable to this contract.

The Particular Specifications together with the Drawings and Bill of Quantities clearly indicate the sections of the Standard Specifications which apply to this contract.

Section C3.6 covers references to the Particular Specifications in the Standard Specifications as well as variations and additions to the Standard Specifications.

Section C3.7 covers corrections and amendments to the Standard Specifications for Municipal Civil Engineering Works, Third Edition 2005

C3. 4.2 Materials

1. General

All material supplied shall be to SANS, JASWIC and the General Managers applicable specification as amended or where no such specification, to the approval of the Engineer. Specification not contained in the document may be examined by arrangement at the water and sanitation Division. It will be required from each contractor to supply proof of conformation to the relevant SANS specifications of all material envisaged to be used on the contract to the Engineer for his approval

2. Storage

All materials shall be stored in storage areas which shall be agreed by Engineer and shall be fenced with 1, 8 m high chain link fencing and a lockable gate. Pipes shall be stacked off the ground. Pipes shall be covered to prevent deterioration through ultra-violet attack.

C3.4.6.3 General Matters

1. Consumer Complaints

Save in respect of the liability arising from clause 21, the contractor's liability in respect of no water or poor pressure complaints arising out of the execution of the contract shall be limited to ensuring that an adequate cold-water supply exists to the complainant's property.

2. Advertisement in the Media and Notifications to consumers

The Engineer will arrange any media advertisement necessary for warning the public of any shut down of supply necessary, in his opinion, for the proper execution of the works. The contractor must however, give at least 14 (fourteen) days notice to the Engineer of his requirements in the respect. Specifically, media advertisements will be arranged when the number of consumers affected by a shutdown is such that issuing notices to individual consumers as provided hereunder is impracticable. Planned interruptions of water supply shall only be permitted between 09h00 and 15h00 unless otherwise authorized in writing by the Engineer.

The contractor shall give all consumers affected at least 24 hours notice in writing of his proposals in regard to every planned interruption of water supply necessary for the execution of his work. Failure to do will result in the suspension of work for a period as determined by the Engineer.

The contractor shall give written notice to all consumers adjacent to the planned route of work to be done. This notice shall be given well in advance of the starting date of construction. The notice will inform the residence that all grass, irrigation and valuable must be removed beforehand.

3. Use of Explosives

Explosiveness shall not be used without the written permission of the Engineer.

C3.4.4 Construction Issues

1. Excavation, backfilling and reinstatement

Excavation, backfilling and reinstatement shall be carried out in accordance with the project specification and the standard specification for municipal civil Engineer work all excavations shall be performed in terms of the construction Regulation 2014 of the occupational Health and safety Act.

2. Clearing and Grubbing

If any paving is to be removed to place the new water pipeline in position the rate for the breaking out and removal of the paving shall be claimed under 8.3.2.1 section 1200D in the schedule of Quantity. No clearing and grubbing will be paid where the new pipelines are to be laid on the sidewalk (area between the road and the erf boundary fence)

It must be noticed that the area between the erf boundary and the road must be clean, with no stones or rocks which can damage any machine used to cut the lawn

3. Excavations

a) Trenches-General

Trenches shall be back filled level with adjacent surfaces immediately after completion of pipe laying. Should pipe laying not be complete before is due to cease for the day the Engineer shall be entitled to instruct the Contractor to backfill the trench and re-excavate it the following morning in order to complete pipe laying. The cost of the above shall be included in the Contractor's rate for excavation.

Pads shall be fitted to the outriggers of excavating plant to prevent damage to road surface. Damage to any surfaces beyond the trench widths specified shall be repaired at the Contractor's expense.

b) Trenches Roads

Even if a trenching machine is used road surfaces shall first be cut with a diamond tipped saw or other approved method. After the trench has been backfilled and compacted the road surface has to be cut again, 200mm from the edge on both sides of the trench.

The length of premix cut shall be measured and paid for under 8.3.21. Section 1200D as provided in the schedule of Quantities. The complete closure of any road shall not be permitted without the written consent of the Engineer.

During the time that the trenches have been backfilled and the time that the Municipality reinstates the road surfaces, the Contractor will be responsible for the maintenance on the road.

The trench will be backfilled above the selected material with G4 material in 150mm layers stabilized with 3% cement, compacted to 95% MOD AASHTO and paid for under 8.3.21. Section 1200D as provided in the schedule of Quantities. No haulage will be paid separate but the rate for haulage must be included in 8.2.5 Section 1200LB.

c) Trenches –Paving and driveways act

The last 450mm of backing in the trench will be done with G4 material compacted to 95% MOD AASHTO payment will be in accordance with 8.3.21. Section 1200D, no haulage is payable.

d) Removal of Excavated Material

Excavated material shall not remain on the work site for more than 48 hours

The Contractor's scheduled rates shall cover the cost of complying with this restriction including inter alia the cost of removing off site to temporary and then returning to site, excavated material suitable for use as backfill or bedding No haulage will be paid separately but the rate for haulage must be included in 8.2.5. Section 1200LB.

e) Maintenance of Excavations

Existing mains are in general local at a cover depth from 0,6m to 1,5m and excavation to at least this depth will be required for tie-ins etc.

The contractor shall be solely and entirely responsible for maintaining excavations in a safe condition and this responsibility shall be in no way diminished by any instruction by the Engineer to take additional or improved protected or precautionary measures

It should be noted by Bidders that plastic tape is not regarded as adequate protection around excavations and its use for that purpose shall not be allowed.

Barricades with two (2) horizontal bars will be used. The top bar must be at least 1.2m high. Both bars must be chevron painted-red white. The rate under item 102.14.08 must include full compensation for the moving and maintenance of all barricades for the duration of the contract.

f) Depth of Exactions

The minimum cover to new mains shall be 1 200mm.

g) Intermediate Material

No intermediate material will be paid under this contract. Only soft or hard material will be paid.

Hard material will be classified as material where mechanical plant, such as compressors and jack hammers or blasting is required.

4. Testing of Backfill Material

The compacted density of the backfill material shall be in accordance with section 202 of the standard specification.

If the required compacted density cannot be achieved with the excavated material, G4 material will be imported and compacted to the required density for base layers. Payment will be made under 8.3.21. Section 1200D of the Standard Specification and no haulage will be paid separately, but the rate for haulage must be included in 8.2.5. Section 1200LB

The Contractor will be required to submit at least 3 lab tests for compaction, or as required by the Engineer, per block completed and one per road crossing. No payment will be approved if the test have not been must be included in the rates. No additional payment will be done for the compaction tests.

5. Reinstatement

All repairs to Premix Surfaces Kerbings. Interlocking Blocks, paving Slabs and Bricks will be carried out by the compaction tests.

6. INSPECTION AT INTERMEDIATE STAGES OF CONSTRUCTION

The contractor shall call for an inspection of the works at the following remediate stages of construction.

- I) After completion of the trench excavation and of the trench bottom, and before any pipe is laid
- II) After the selected backfill material has been placed around the pipe; and before the remainder of the trench is backfilled.

Work shall not progress through the specified stages without the approval of the Engineer or his representative on site.

Failure to comply with the provision of this clause shall result in the suspension of work for a period as determined by the Engineer.